



TENNESSEE

A C WHARTON, JR.
MAYOR

November 20, 2012

The Honorable Harold Collins, Chairman
Personnel, Intergovernmental & Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Collins:

Subject to Council approval, it is my recommendation that:

Hal J. Lansky

be appointed to the Memphis Convention Center Commission with a term
expiring July 1, 2014.

I have attached biographical information.

Sincerely,

A C Wharton
Mayor

ACW/lar

c: Council Members

ATI: Lois Rising

901-576-6018



City of Memphis

BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

BOARD/COMMISSION

Hal J. Lansky

Name: _____ Race: _____ W ☒ M ☐ F ☐

hal@lanskybros.com

901-525-1476

E-Mail Address: _____ Fax: _____

President of Lansky Brothers. Lansky at the Peabody stores

Profession/Employer: _____
92 South Front Street

Business Address: _____ Zip: 38103 Phone: 901-484-2377

Education: _____
Memphis State University

Name of Spouse: _____ Number of Children: 3

Home Address: 1145 River Fall Cove Phone: 901-766-0861

City: Memphis State: Tn Zip: 38120

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Y ☒ or No ☐ If yes, how long? 60 years

Professional Organization/Associations:

BETTER BUSINESS BUREAU-PAST PRESIDENT, CRIME STOPPERS OF MEMPHIS-PAST BOARD MEMBER, MEMPHIS CONVENTION AND VISITOR BUREAU-PAST BOARD MEMBER, MEMPHIS COOK CONVENTION CENTER-BOARD MEMBER.

Other Organizations/Association:

RETAIL COMMUNITIES-TRADE GROUP BOARD MEMBER

Other Interests:

Signature

Hal J. Lansky

Date

10-25-12

BIO OF HAL LANSKY

Hal Lansky

Resident of Memphis

President of Lansky Brothers retail stores

Family clothing business started in 1946 in Downtown Memphis.

Wife: Geri, 3 children

Education:

Christian Brothers High School

Memphis State University

Community Service:

Better Business Bureau-Past President

Crime Stoppers of Memphis-Past Board Member

Memphis Convention and Visitor Bureau-Past Board Member

Memphis Cook Convention Center-Board Member

Trade Association:Retail Communities-Board Member

MEMPHIS CONVENTION CENTER COMMISSION
7 Member Board
2 Ex-Officio Members

Oath of Office Required

Douglas Browne	M/W	07-1-14	2yr. Term
Jason J. Fair	M/W	07-1-14	2yr. Term
Lee A. Jackson (City)	M/B	07-01-11	2yr. Term
Hal J. Lansky (City)	M/W	07-01-09	2yr. Term
Wayne D. Tabor (City)	M/W	07-01-10	2yr. Term
Ellen B. Vergos (City)	F/W	10-31-07	2yr. Term

(City CAO)

Lee Harris (City Council Liaison)

Attendance Records

Memphis Convention Center Commission

Board/Commission

From 1-1-11 to 9-30-12 Total No. of Meetings 12 .

Member	Present	Absent
Hal Lansky	9	2, 1 EA

City of Memphis



TENNESSEE

A C WHARTON, JR.
MAYOR

November 20, 2012

The Honorable Harold Collins, Chairman
Personnel, Intergovernmental & Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Collins:

Subject to Council approval, it is my recommendation that:

Judith Black Moore

be appointed to the Minority Business Development and Oversight Commission with a term expiring July 1, 2013.

I have attached biographical information.

Sincerely,

A C Wharton
Mayor

ACW/lar

c: Council Members



City of Memphis

BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

Commission
BOARD/COMMISSION

Name: Judith Black Moore Race African American M ☐ F ☒

E-Mail Address: judith.black@stjude.org Fax: (901) 595-3103

Profession/Employer: Director Internal Communications / St. Jude

Business Address: 262 Danny Thomas Pl. Zip 38105 Phone: (901) 595-2434

Education: BA-Journalism ; MBA-Marketing

Name of Spouse: Melvin "Too Tall" Moore Number of Children: 3

Home Address: 6428 Messick Rd. Phone: (901) 216-1188

City: Memphis State: TN Zip: 38119

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes ☒ or No ☐ If yes, how long? Most of my life (lived away for 7 yrs. total)

Professional Organization/Associations: Black Journalist Assoc.,
Black MBA Association

Other Organizations/Association: Kiwanis Club, FBI Citizens Academy Alum,
Board member Blues City Cultural Center

Other Interests: Tiger basketball Mom, Work w/ two Adopt-A-School programs -
Belleuve Middle & Corning Elem.

Signature: Judith Black Moore Date: 11/5/12

Judith Black Moore, MBA

(901) 595-2434/ 6428 Messick Rd. Memphis, TN 38119 judith.black@stjude.org

Career Summary

St. Jude Children's Research Hospital	-Director, Public Relations 2001 - Present
National Civil Rights Museum	-Director, Marketing and Public Relations 1998 - 2001
Memphis Light Gas and Water	-Communication Specialist 1996 - 1998
Public Relations & Marketing Consultant	-Freelance – Atlanta, GA 1995 - 1996
International Paper Company	-Asst. Manager, Advertising/Sales Promotions Strathmore Division – Westfield, MA /Memphis, TN
	-Advertising and Sales Promotions Coordinator 1988 - 1995
Memphis City Schools	-Public Information Officer 1986 - 1988
First Tennessee Bank	-Corporate Communications Assistant 1984 - 1986

Professional Profile

- Proven marketing communications strategist with leadership experience in non-profit, public and corporate sectors.
- Expertise in coaching and training.
- Recognized for diplomatic approach to resolving management issues.
- Effective team building approach resulting in increased departmental efficiency.
- Proven ability to nurture talent, giving employees opportunities to broaden skills for optimum work performance and maximum contribution to team effort.
- Proven effectiveness in initiating and cultivating business relationships.
- Successful in developing media plans to promote, increase awareness, circumvent crisis.
- Insightful in providing leadership for producing publications that provide timely viewpoints and compelling stories.
- Demonstrated ability to quickly grasp the “big picture” and translate into strategic objectives.

Objective

To serve as Senior Vice President using the knowledge acquired at the director's level in Public Relations, coupled with an extensive career prior to St. Jude, to move the department forward at this critical juncture.

Career Highlights Management

- (*St. Jude*) Most recently, led departmental change management during leadership transition; providing counsel, support, vision and direction requiring building and maintaining trust among staff members, implementing performance improvement approaches to retain key staff, circumventing a multitude of

sensitive employee relations issues, assuming certain senior-level responsibilities in the absence of senior leadership involving responding to the needs of the hospital and ALSAC while continuing to also manage director-level duties. Implemented various innovative approaches so that despite the absence of key staff, the Public Relations department could: continue producing quality publications on deadline, efficiently handle all media relations tasks, produce science news releases and stories and provide the overall public relations counsel and support required both internally and externally.

- *(St. Jude)* Earlier restructuring of staff by moving people in roles that accentuate their effectiveness has resulted in: improved responsiveness to ALSAC fund raising requests, the generating of new ideas including such things as enhancing the *Highlights* section of *Promise* magazine to make it more engaging; upgrading *Corridors*' front cover from two-color to full-color adding energy and appeal to cover photos; providing hospital employees a balance of research advances, employee benefits information, strategic plan updates and employee profiles to help improve understanding of the scope achievements taking place at St. Jude; upgrades to media relations positions to more empower the two employees in these roles to improve accountability for the media relations function; and replacing costly inefficient media resources with more cost-effective and productive resources.
- *(National Civil Rights Museum)* Developed and implemented across-the-board public relations plan for President Nelson Mandela's visit to Memphis to accept the National Civil Rights Museum's Freedom Award. Involved: setting-up a process to pre-qualify and credential international, national and local media wanting to cover the event; using State Department and Secret Service specifications to create guidelines to ensure security and protocol compliance by media, the public and staff; planning the set-up of satellite feeds, writing staff speeches for and executing press conferences prior to and during the visit; collaborating with President Mandela's communications officials; developing the public relations section of crisis plan to outline processes for immediate action in the event of security threat or negative incident and putting in place full proof measures to ensure instantaneous implementation if required.
- *(International Paper - IP)* Led the restructuring of Hammermill Papers' (a division of IP) promotions the area responsible for responding to requests from graphic designers, printers and other communications professionals for samples of various design, printing and communications techniques on the variety of papers produced by the division. Moved operations from Erie, PA (where operations were housed before the take-over by IP) in order to better manage customer service quality which had plummeted due to low morale following take-over. Implemented lay-offs at the Erie mill and subsequently staffed and trained employees for the opening of a Memphis office. This decision resulted in more satisfied customers which significantly boosted national sales efforts.

Public Relations and Marketing

●(St. Jude) Recognized the need to heighten St. Jude's presence in the Memphis community in order to better position the hospital among "good corporate neighbors" and provide needed community outreach. Established the local community outreach function to demonstrate goodwill and provide a better understanding of the institution. The program has provided plausible substantiation of community efforts for grant applications and designations such as the NCI Comprehensive Cancer Center status. Among the community activities the hospital is now involved, there have been some key projects that have brought collaboration with the community and positive p.r. for St. Jude including:

-*Supporting My Classmate with Cancer*, a curriculum developed through a collaborative between St. Jude, Memphis City Schools and Bridge Builders, Inc. facilitated by Public Relations to teach Memphis' children empathy for peers with catastrophic and chronic disorders.

-The current Adopt-A-School partnership with Bellevue Middle School administrated through Public Relations which has numerous programs in the making, including International Outreach's collaboration with teachers to develop the middle school Cancer Education program, a science enrichment program being developed by a group of St. Jude post docs; a collaboration between Bellevue Middle, St. Jude and Andover prep school in Andover, Mass. to encourage local students going to Andover to pursue science studies.

●(St. Jude) Led efforts to produce "I Was Born with It", a rap video written and performed by sickle cell patients; subsequently directing efforts involving ALSAC and St. Jude Legal departments, Behavioral Medicine, local record label, parents and patients to obtain permission to use the video for education purposes. The video, after its debut at the National Social Workers' Conference has received national acclaim and is now a teaching tool for many sickle cell health care workers across the country. The debut received media coverage and later the video was a front page feature story in a Sunday edition of *The Commercial Appeal*. It is currently available upon request for educational purposes and has been shown across the country at sickle cell camps, conferences and workshops.

●(St. Jude) Initiated outreach to LeBonheur Children's Medical Center's Public Relations and Marketing staff which has resulted in a stronger working relationship between public relations counterparts at the two centers.

●(National Civil Rights Museum) Arranged and hosted dinners, tours, meetings and press conferences for celebrities, heads of state, international dignitaries, corporate leaders visiting the National Civil Rights Museum. Some of the most interesting: President Nelson Mandela, Lech Walesa, Harry Belafonte, Mikhail

Gorbachev, President Bill Clinton, Phil Knight, Morgan Freeman, Tom Hanks, Alfre Woodard, Tipper Gore, Congressman John Lewis, FBI Director Louis Freeh.

- (*International Paper - IP*) Led revitalization of *Creative Inking*, a national sales promotion program engaging the country's top graphic designers, printers, and communication professionals in competition by submitting the best of their graphic design projects, printing jobs or communications campaigns produced on Hammermill paper (a division of IP). Managed all aspects of the competition including: promotions, public relations, event planning, creating new brand image. Success of this program resulted in being promoted to Asst. Advertising and Sales Promotion Manager for the Strathmore Division, IP's top line of printing papers and relocating to Westfield, MA to oversee promotion programs for this division.

Crisis Planning and Plan Implementation

- (*National Civil Rights Museum*) When Coretta King and Martin L. King, III were in Memphis seeking to exonerate James Earl Ray of the assassination of Dr. King and the King family publicly expressed disapproval of the museum's exhibit denoting Ray as Dr. King's assassin; served as spokesperson for immediate response. As part of the public relations strategy to respond nationally, recommended and drafted messaging for former civil rights leaders serving on the board to address national media inquiries. The museum successfully circumvented this crisis, protecting the integrity of the exhibit without offending this most highly regarded family.

- (*National Civil Rights Museum*) The transference of King assassination evidentiary material from the State of Tennessee to the National Civil Rights Museum gave rise to many outspoken critics who felt these items should be housed in the King Center in Atlanta, thus putting the museum in the center of controversy. Led collaboration with state judiciary officials to defuse the debate resulting in the crisis peaking quickly and then silenced through careful messaging and use of well-respected spokespersons.

- (*St. Jude*) Coordinated efforts between St. Jude Chief Medical Officer, Chair of Hematology and Board Marketing Committee to prevent and prepare for potential fallout if misinformation added to the script by show producers of *Seventh Heaven* to an episode featuring a segment about St. Jude had resulted in public concern. Fortunately the fallout was minute; however Public Relations had worked to aggregate data about sickle cell programs, educate ALSAC and the board on the facts unique to the sickle cell program at that time (that they did not understand prior to this situation), and assisted in outlining key message points.

- (*Memphis Light Gas and Water - MLGW*) A gas explosion at a construction site resulted in a critical situation involving MLGW workers and construction crews. As one of the two lead corporate communications specialists called to the incident, arrived at scene where local media reporters were already setting-up live shots and beginning to question contractors and workers. Had to take immediate action to assess, contain and control until details were confirmed and could prepare official spokesperson. The

skillful handling of this media situation and coverage of the event was acknowledged by PRSA with the presentation of a Crisis Communications award.

●(*Memphis Light Gas and Water - MLGW*) The announcement by Mayor Herenton to consider selling MLGW resulted in tremendous backlash both from employees, city leaders and the community-at-large. The debate was a top news story for nearly a year causing Corporate Communications staff to work in crisis mode daily. This included: monitoring news reports; responding to media questions; arranging interviews; developing internal communications to curtail the growing cynicism within the workforce; developing publications to educate the community about the advantages of having a private utility vs. a public utility. The utility was not sold, partially because of public objection – quite possibly because of the education provided by Corporate Communication.

Affiliations and Boards (past and present)

Kiwanis Club of Memphis

Leadership Memphis - Class 2001

Society for Healthcare Strategy and Market Development

National Black MBA Association

National Black Journalists Association

Psi Delta Chi – Society of Professional Journalists

Youth Opportunity Memphis Corporate Advisory Board

Program Chair, Central High PTSA

Diversity Chair, Experience Art in Memphis

Woman's Foundation 2003/2004 Grant Committee member

Marketing Chair, National Civil Rights Museum Freedom Award 2003

Board of Directors, Cultural Arts for Everyone (CAFÉ)

Board of Directors, Goodwill Industries

Board of Directors, DanceWorks

Board of Directors, Memphis Arts Festival

Who's Who in Business Professionals

Alpha Kappa Alpha Sorority, Phi Beta Epsilon Chapter

Secretary Alumni Committee Leadership Memphis

Member, Public Relations Society of America

Kiwanis Club of Memphis

Community Involvement

Delegate Chamber of Commerce **Peer 2 Peer** exchange to Raleigh/Durham North, Carolina

Writer, *GRACE* Magazine

Writer, *Black Business Directory*

Coordinator, Pilgrimage to Memphis, 30th Anniversary of Dr. King's Assassination

Habitat for Humanities' annual fundraising auction and banquet
Instructor Men and Women 2000 Youth Outreach Program
Volunteer STAX Radio Phone-a-thon
Volunteer Sisters 4 Life Walk Run
Mayor's Media Committee for June 8th Lewis vs. Tyson Fight
Judge NAACP ACT-SO Youth Competition
Program Coordinator for Simply the Best Awards
Creative Writing Instructor for Ben Hill YWCA – Atlanta Afterschool Program
Team Captain 2002 Memphis Chamber of Commerce Resource Development Program
Presenter/Speaker various community organizations, career fairs, etc.
FBI Citizens Academy Alumni

Awards and Distinction

St. Jude Public Relations has won 42 Departmental PRSA VOX Awards since 2001
St. Jude Public Relations has won Tennessee Society of Healthcare Marketing Awards since 2001
St. Jude Public Relations has won PRSA National Bronze Anvil Award
Corporate Sponsor Award Youth Opportunity program – City of Memphis (St. Jude)
Corporate Award for Summer Youth Employment program (St. Jude)
Presenter at 2008 National Student Public Relations Society Conference in Philadelphia
Commercial Appeal Award for National Civil Rights Museum Education Program
American Water Works Association First Place Award for "Water Happy Hour" promoting Memphis water
Partners in Progress Award presented by the Black Business Directory
Profiled in *Memphis Business Journal*
Featured in Memphis Tri-State Defender's *Women on the Move*
Featured in Spring 2012 Issue of Grace Magazine

Education

Bachelor of Arts -1980	Journalism - Clark College Atlanta University, Atlanta
Masters Business Administration -2005	Marketing - Strayer University, Memphis

Minority Business Development and Oversight Commission
9 Member Board
3 Year Term

2 ex officio members: (1) Mayor of the City of Memphis, or designee (1) A member of the Memphis City Council

Name	Home Address	Term Expires
Anita Black W/F	1447 Marcia Memphis, TN 38117 Home: 901.413.1315 Bus: 901.413.1315 Email: NitaBlack@MAPMomentum.com	July 1, 2013
Melvin Jones B/M <i>Chairperson</i>	799 N. Trezevant Memphis, TN 38112 Home: 901.458.3279 Bus: 901.523.0987 Email: melvinjn@aol.com	July 1, 2013
Anna Martin-Kelly H/F	57 Somerville St., #302 Memphis, TN 38104 Memphis, TN 38104 Hm: 662.812.9053 Bus: 901.759.3775 Email: anna@gotrinityinvestors.com	July 1, 2013
Vincent Lee B/M	2992 Egan Drive Memphis, TN 38115 Hm: 901.481.7924 Bus: 901.795.5515 Email: vlee@servicemasterfm.com	July 1, 2013
Juan Romo H/M	3050 Spottswood Ave. Memphis, TN 38111 Hm: 901.949.0399 Bus: 901.949.0399 Email: juanromo@aol.com	July 1, 2013
Judith Black Moore B/F <i>Replaces Lori Spicer</i>	6428 Messick Road Memphis, TN 38119 Hm: 901.595.2434 Email: Judith.black@stjude.org	July 1, 2013
Sabrina Whisenant W/F <i>Treasurer</i>	750 Eaton St. Memphis, TN 38120 Hm: 901.537.0530 Bus: 901.537.0537 Email: Sabrina@threepointgraphics.com	July 1, 2013
Roby Williams B/M	160 Island Place Memphis, TN 38103 Hm: 901.527.3126 Bus: 901.526.9300 Email: robyswilliams@hotmail.com	July 1, 2013
Ron Willis B/M	3180 Melbourne Memphis, TN 38127 Hm: 901.454.7912 Bus: 901.454.7912 Email: ron.willis.ngik@statefam.com	July 1, 2013
<i>Councilperson Wanda Halbert</i> <i>Ex-officio</i>	Email: wanda.halbert@memphistn.gov Office: 901.636.7014	
<i>Bobby White, Mayor's Chief of Staff</i> <i>Ex-officio</i>	Email: bobby.white@memphistn.gov Office: 901.636.6000	

AN ORDINANCE AMENDING TITLE 6, BUSINESS LICENSES AND REGULATION, OF THE MEMPHIS, TENNESSEE, CODE OF ORDINANCES TO ADD CHAPTER 105 PROHIBITING WAGE THEFT, PROVIDING ADMINISTRATIVE PROCEDURES FOR WAGE THEFT, AND ALLOWING SHELBY COUNTY GOVERNMENT TO IMPOSE PENALTIES AGAINST THOSE EMPLOYERS FOUND GUILTY OF WAGE THEFT

WHEREAS, national and local studies report that wage theft is a pervasive problem that disproportionately affects low-wage workers; and

WHEREAS, a 2006 national study of day laborers, that included hundreds of interviews with day laborers in San Francisco, conducted by the University of California, Los Angeles, University of Illinois, and New School University, found that one out of every two day laborers experienced wage theft in the two months prior to be surveyed; and

WHEREAS, the National Employment Law Project (NELP) stated in their recent manual entitled *An Advocate's Guide to State and City Policies to Fight Wage Theft*, "Wage theft is not incidental, aberrant or rare, or committed by a few rogue employers at the periphery of the labor market. It takes place in industries that span the economy-including retail, restaurants and grocery stores; caregiver industries such as home health care and domestic work; blue collar industries such as manufacturing, construction and wholesalers; building services such as janitorial and security; and personal services such as dry cleaning and laundry, car washes, and beauty and nail salons;" and

WHEREAS, recent incidents of wage theft in Memphis and Shelby County have highlighted the need for employee protection from employers with unscrupulous business practices; wage theft causes significant harm to our citizens; worker victims of wage theft cannot make ends meet individually or for their families, responsible businesses face unfair competition from employers paying below legal wages, and our government loses significant tax revenue during a time of large annual budget deficits; and

WHEREAS, the City Council and County Commission recognize the need for groundbreaking legislation to improve working standards for low-wage workers; local ordinances can further improve the welfare and treatment of employees in the community; and

WHEREAS, encouraging greater compliance with wage laws benefits all workers by ensuring a level playing field in the labor market and benefits the businesses that already comply with these laws; and

WHEREAS, individuals affected by wage theft are often among the most vulnerable in our community and without access to sufficient resources and time with which to appeal for their unpaid wages; and

WHEREAS, Memphis and Shelby County find it necessary and appropriate to create a stronger disincentive for employers to violate wage and hour laws.

NOW, THEREFORE, BE IT ORDAINED BY THE MEMPHIS CITY COUNCIL, that Title 6, Business Licenses and Regulations, of the Memphis, Tennessee, Code of Ordinances is hereby amended to add the following Chapter:

Chapter 6-105. Wage Theft

Sec. 6-105-1. Definitions

- (a) *Employee* shall mean a natural person who performs work within the geographic boundaries of Memphis and Shelby County, Tennessee while being employed by an employer, but shall not include any bona fide independent contractor.
- (b) *Employer* shall include any person who, acting either individually or as an officer, agent, or employee of another person, acts directly or indirectly in the interest of a person or entity within Memphis and Shelby County, Tennessee but does not include:
 - (1) The United States or a corporation wholly owned by the government of the United States;
 - (2) The State of Tennessee;
 - (3) Shelby County; or
 - (4) The City of Memphis.
- (c) The meaning of *employ*, including as used in the term employment, shall include to suffer or permit to work.
- (d) *Independent contractor* shall have the same meaning as defined in the Internal Revenue Code and implementing federal law.
- (e) *Wage rate* shall mean any form of monetary compensation which the employee agreed to accept in exchange for performing work for the employer, whether daily or hourly but in all cases shall be equal to no less than the highest applicable rate established by operation of any federal, state or local law.
- (f) *Reasonable time* shall be presumed to be no later than 14 calendar days from the date on which the work is performed but may be modified for a period not to exceed 30 days by an express agreement between the employer and the employee which has been reduced to writing and signed by the employee.
- (g) *Threshold amount* shall mean one hundred dollars (\$100).

Sec. 6-105-2. Wage Theft Violations

- (a) **Wage Theft Defined.** Wage theft occurs when employers do not pay workers the wages to which the workers are legally entitled, either by agreement or under applicable law. It includes but is not limited to failing to timely pay a worker at all; failure to pay the agreed upon amount; failure to pay the minimum required by applicable law; requiring the worker to work "off the clock," or to pay back to the employer all or part of the wages provided; disallowing break times required by law; or failure to pay overtime as required by law.
- (b) **Actions Prohibited.** It shall be a violation of this ordinance to commit wage theft. It shall also be a violation of this ordinance to retaliate against an employee for reporting or complaining about wage theft by deliberately taking or threatening direct or indirect adverse employment action against such employee or immediate relative of such employee.

Sec. 6-105-3. Procedures For Wage Theft Complaint

(a) **Generally.** Any person or organization may file a written, signed complaint with the Administrator of the Shelby County Office of Equal Opportunity Compliance ("EOC Administrator"). Such complaint must allege a wage theft violation in excess of the threshold amount. The EOC Administrator may establish detailed procedures for filing and processing complaints, consistent with the terms of this ordinance.

(b) **Timing.** Such complaint must be filed no later than 1 year after the last date upon which the employee performed the relevant work for the employer.

(c) **Sufficiency of Complaint.** The complaint shall set forth the facts upon which it is based with sufficient specificity to identify the respondent or respondents and for the EOC Administrator to determine both that an allegation of wage theft has been made and that the threshold amount has been met.

(d) **Jurisdictional Screening.** Upon the filing of any complaint, the EOC Administrator shall promptly determine whether the wage theft complaint alleges wage theft, names a proper respondent, and meets the threshold amount criterion. If the complaint fails to meet these jurisdictional criteria, the EOC Administrator may dismiss the complaint. If the complaint meets these jurisdictional criteria, the EOC Administrator shall serve written notice on the complainant and respondent, setting forth the allegations, rights and obligations of the parties. The EOC Administrator shall either dismiss or serve notice pursuant to this paragraph within 15 days of receipt of the complaint.

(e) **Conciliation.** The EOC Administrator shall wherever practicable attempt conciliation of the matter by contacting the respondent and offering to mediate the dispute. Absent extraordinary circumstances, the conciliation process shall take place and conclude either successfully or unsuccessfully within 60 days of the filing of the complaint. A successful mediation should result in a written agreement between the parties which would be enforceable in court. Failure to abide by a settlement agreement shall be an independent violation of this Ordinance.

(f) **Citation.** If mediation is unsuccessful, the EOC Administrator shall investigate the complaint and make a determination of cause. If the EOC Administrator determines the complaint is without cause, he shall so notify the parties. If the EOC Administrator determines the complaint is with cause, he shall issue a citation to the respondent citing the respondent to appear in Division XIV of the General Sessions Court of Shelby County ("Court"). The EOC Administrator shall make such a determination within 90 days of the filing of the complaint. If the parties thereafter notify the EOC Administrator that they have reached a successful settlement of the dispute, the EOC Administrator may in his discretion so notify the court and request dismissal. No statement made in the course of mediation may be used by the parties thereafter in court against the party making the statement.

(g) **Remedies.** The Court shall make necessary findings regarding the ordinance violation. Violations of any provisions of this article shall constitute an offense punishable by a fine of \$50.00 for each violation. Each day for which work was performed but full payment not timely rendered shall constitute a separate violation. Fines shall be capped at an amount equal to three times the amount of wages owed. The Court may further order appropriate remedies at its discretion. Remedies may

include an order of restitution for the amount owed; reasonable interest accrued on said amount; appropriate injunctive relief; and reasonable costs and fees. .

Sec. 106-5-4. Termination of Administrative Review

(a) If during the pendency of a wage theft violation complaint a claimant employee, or the State of federal Department of Labor on behalf of the claimant employee, brings a private action, whether under state law, federal law, or both, in any state or federal court to seek unpaid wages based upon the same facts and allegations as the claimant employee's complaint to the County, or the claimant employee affirmatively or by consent opts to participate in any such litigation, that claimant employee's complaint of wage theft shall be deemed withdrawn with respect to any respondent employer named as a defendant in such court action. This section shall be interpreted narrowly so as to leave unaffected any cumulative rights which were not the subject of a complaint employee's complaint. The County shall so notify the parties.

(b) **Cumulative Rights Preserved.** Nothing in this article shall be construed to limit, preclude or in any way abrogate the cumulative rights or remedies available to employees at common law or by other statute which were not the subject of a claimant employee's complaint or the County's enforcement actions.

SECTION 2. BE IT FURTHER ORDAINED, that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases, or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that this ordinance shall take effect on the later of after it is passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the comptroller and become effective as otherwise provided by law.

MYRON LOWERY
Council Member

BILL MORRISON
Council Chairman

Attest:
Patrice Thomas, Comptroller



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This item is a resolution to replace curbs, gutters, and sidewalks at various locations.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This project is being initiated by Public Works.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This project does not require a change to an existing ordinance or resolution.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This project will require a new contract with Barnes & Brower, Inc

5. State whether this requires an expenditure of funds/requires a budget amendment.

This will require an expenditure of city funds. Has a MBE goal of 30% and WBE goal of 5%

This is a resolution to replace curbs, gutters, and sidewalks at various locations.

WHEREAS, the Council of the City of Memphis approved Rehab Existing Sewers, project number SW02001 as part of the Public Works Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, bids were taken on October 18, 2012 to replace curbs, gutters, and sidewalks at various locations throughout the city with the lowest complying bid of one bid being \$200,000.00 submitted by Barnes & Brower, Inc; and

WHEREAS, it is necessary to reduce Sewer Revenue Bonds in Rehab Existing Sewers, project number SW02001 and establish an allocation funded by Sewer Operating-CIP in Concrete Replacement 2013, project number SW02105 in the amount of \$200,000.00; and

WHEREAS, it is necessary to appropriate \$200,000.00 funded by Sewer Operating-CIP in Concrete Replacement 2013, project number SW02105 to replace curb, gutters, and sidewalks at various locations throughout the city:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by reducing Sewer Revenue Bonds in Rehab Existing Sewers, project number SW02001 and establish an allocation funded by Sewer Operating-CIP in Concrete Replacement 2013 project number SW02105 in the amount \$200,000.00 to replace curbs, gutters, and sidewalks at various locations within the city.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$200,000.00 funded by Sewer Operating-CIP chargeable to the Fiscal Year 2013 Capital Improvement Budget and credited as follows:

Project Title:	Concrete Replacement 2013
Project Number	SW02105
Amounts:	\$200,000.00



Memphis City Council Summary Sheet Instructions

Resolution to accept the grant funds for the Airways over Nonconnah Bridge Replacement Project ST03111.

1. Project is for the construction to replace the existing Airways Bridge over Nonconnah Creek which is in poor condition.
2. This project is initiated by the Public Works Division in response to the recommendation of the City Engineer.
3. This project is currently in the CIP budget taken from the storm water fund and is designated as project ST03111.
4. This project requires the acceptance of a Federal Emergency Management Agency (FEMA) grant and a Tennessee Emergency Management Agency (TEMA) grant under the Hazard Mitigation Grant Program (HMGP). This is a matching grant with 75% federal 12.5% state and 12.5% City of construction funds to replace the existing bridge.
5. This project requires an expenditure of storm water funds as shown in the current CIP 2013 fiscal year budget.

This is a resolution to accept grants funds for the Airways over Nonconnah Bridge replacement project ST03111.

WHEREAS, the Council of the City of Memphis approved Airways over Nonconnah, project number ST03111, as part of the Public Works Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, the City of Memphis will enter into a contract with the State of Tennessee Emergency Management Agency; and

WHEREAS, under this contract, the Federal Emergency Management Agency(FEMA) has agreed to fund 75% of the project cost through the Hazard Mitigation Program with the of Tennessee agreeing to match 12.5% and the City providing the remaining local matching share of 12.5% to replace the existing bridge; and

WHEREAS, it is necessary to accept these grants and establish allocations in the amount of \$3,722,177.00 funded by FEMA through the Hazard Mitigation Grant Program and \$620,363.00 funded by the State of Tennessee.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by accepting these grants and establishing allocations in the amount of \$3,722,177.00 funded by FEMA through the Hazard Mitigation Grant Program and \$620,363.00 funded by the State of Tennessee.

Memphis City Council Resolution

WHEREAS, the City of Memphis is intent on becoming a more livable, health conscious and pedestrian-friendly city and part of that mission includes an aggressive plan to install 55-miles of bike lanes in two years; and

WHEREAS, bike lanes enhance the quality of life of our citizens, promote a healthier lifestyle through exercise, decrease congestion, improve air quality with less cars being operated along our city streets; and

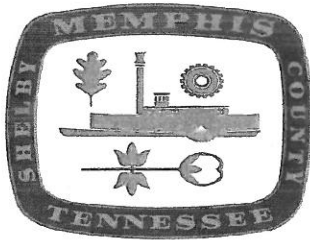
WHEREAS, bike lanes have been installed throughout all parts of the city with many more to be added as we continue the goal of 55-lane miles; and

WHEREAS, while the idea behind bike lanes is laudable, the installation of multiple signs announcing the bike lanes are contributing to blight and are eyesores that are diminishing the attractiveness of neighborhoods across this city.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that funding is to be discontinued for any stand-alone sign denoting the presence of bike lanes.

BE IT FURTHER RESOLVED BY THE MEMPHIS CITY COUNCIL that this discontinuation of funding for signs is in no way intended to impact pavement markings or signs attached to existing poles.

Jim Strickland

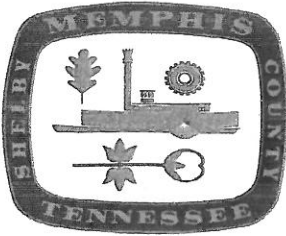


Memphis City Council Summary Sheet

- 1. This request for Resolution for City Council Approval for the City of Memphis to enter into a contract with Save One Foundation dba Memphis Little League (MLL) to manage and operate Will Carruthers Baseball Complex at Neely and Raines Road, in the Whitehaven area of Memphis.**

The Agreement provides for five (5) initial term and two (2) five (5) year renewal terms, for a total of fifteen (15) years. MLL was selected through a Request for Proposal (RFP) process and was the only respondent to the RFP.

- 2. The initiating party is the Division of Parks and Neighborhoods.**
- 3. This Resolution does not change any existing Ordinance or Resolution.**
- 4. This Resolution does require a new contract between the City of Memphis and Save One Foundation dba Memphis Little League.**
- 5. This Resolution does not require an expenditure of funds.**



Resolution approves the agreement between the City of Memphis through its Division of Parks and Neighborhoods and Save One Foundation dba Memphis Little League (MLL) to manage and operate Will Carruthers Baseball Complex.

WHEREAS, the City of Memphis owns and operates, through its Division of Parks and Neighborhoods, the entire property complex located at Will Carruthers Baseball Complex (WCBC), 3880 Neely Road, Memphis, TN 38109, which includes five (5) baseball field playing surfaces, spectator viewing areas, concessions, restrooms and parking areas; and

WHEREAS, the City of Memphis and Save One Foundation dba Memphis Little League (MLL), have established positive collaboration in serving and providing sporting, recreational and athletic opportunities to its youth and others in the Memphis community; and

WHEREAS, MLL has utilized the WCBC for youth baseball and other related sporting events and youth activities, and desires extensive futures operations and management use of the facility at MLL's full operational and capital costs (i.e., no costs to the City); and

WHEREAS, the City of Memphis issued a Request for Proposal (RFP) #12272, through its Purchasing Department and MLL was the only respondent, and MLL desires to formalize and enter into an Agreement pursuant to RFP to set forth terms and conditions upon which shall govern MLL's use and operations of the WCBC and facilities; and

WHEREAS, the initial period of this agreement shall be for five (5) years from the date of execution, with two (2) consecutive five (5) year options to renew, which shall be exercised separately upon mutual approval of the parties, providing for a total potential term of fifteen (15) years; and

WHEREAS, City of Memphis Ordinance No. 4763, Article 1, Section 23-1(d) requires (for Management Agreements with terms exceeding two (2) years), the approval of the Council of the City of Memphis to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that this Agreement between the City of Memphis and Save One Foundation dba Memphis Little League, for management and operations of the Will Carruthers Baseball Complex, as agreed to by the parties, is hereby approved in accordance with the terms set forth therein outlining committed operational, financial and other stipulated criteria as to both parties in the approved Agreement.

**AGREEMENT of THE CITY OF MEMPHIS
AND SAVE ONE FOUNDATION DBA AS MEMPHIS LITTLE LEAGUE
FOR
MANAGEMENT OF WILL CARRUTHERS BASEBALL COMPLEX**

THIS AGREEMENT is made as of this _____ day of _____, 20____, by and between the City of Memphis through its Division of Parks and Neighborhoods (hereafter "City") and the **Save One Foundation DBA as Memphis Little League** (hereafter "MLL") for use and management of Will Carruthers Baseball Complex (hereafter "WCBC").

RECITALS:

WHEREAS, the City of Memphis owns and operates, through its Division of Parks & Neighborhoods, the entire property complex located at 3380 Neely Road, which includes five (5) baseball/softball fields, spectator viewing areas, bathroom and concession facilities and parking areas; and

WHEREAS, the City of Memphis and MLL, have established positive collaboration in serving and providing sporting, recreational and athletic opportunities to its youth between the ages of 5 and 14 years and others in the Memphis community; and

WHEREAS, the City of Memphis and MLL desire to formalize and enter into this Agreement to set forth terms and conditions upon which shall govern MLL use of WCBC and related facilities

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which hereby acknowledged, the parties hereby agree as follows;

SECTION 1. PERMITTED USES

1.01 Scope of Use. City hereby grants MLL the authority to manage/operate and use WCBC on a non-exclusive primary priority basis (at no cost to MLL and no fees payable to the City) specifically for baseball, softball, related field sports, various assemblies related to sports, cultural or community interest, band, dance, musical events and other directly related MLL activities. MLL's use is specific to the 5 ball fields, restrooms and concession facilities, and parking lot areas. MLL shall not use or permit the use of such designated areas for any other purpose without prior written approval from the Division of Parks and Neighborhoods. The City's Will Carruthers Park areas located outside and away from the multi ball field complex and outside of the parking lot area, remains under full operational and maintenance control of the City of Memphis and is not under MLL's management.

1.02 Use by Others. MLL shall allow other non-profit youth groups within the Memphis community and non-profit neighborhood based groups to use WCBC as a meeting and recreation location. MLL may charge a reasonable fee for rentals and events held at WCBC based on its normal and customary fee structure and scheduling availability. Annual Rate/Charge Schedules must be provided to the City and adhered to in all MLL rental transactions. MLL will have priority to all concession rights for MLL and ALL other scheduled events at WCBC.

1.03 Memphis City Middle and High School, or Shelby County Unified Schools (hereafter MCS) Use. MLL shall allow use of the WCBC for league game play to MCS as the parties may agree. MCS will have primary scheduling priority for league game play during the months of March and April. All game for MCS will be scheduled through the Athletic Department of City of Memphis Division of Parks and Neighborhoods. MLL shall have primary scheduling except as explicitly provided to MCS in this paragraph. Game usages fees from MCS will be paid to City of Memphis Division of Parks and Neighborhoods.

1.04 Non-exclusive Use. The City in no way relinquishes its right to assure that all citizens have equal access to WCBC and hereby retains the right to allow and approve use by others during those times when MLL is not scheduled or MLL has not pre-scheduled other events at the facility. The City will coordinate any desired events through MLL, and any other party desiring events will be directed to MLL for similar scheduling. The City shall be responsible for operations, cleanup and maintenance associated with any 'direct' City of Memphis event scheduled through MLL for WCBC, and no others.

1.05 Special Events. Individuals and/or organizations not associated with MLL who desire to use WCBC for special events must make application to MLL. MLL shall have the exclusive right to grant or deny such application in accordance with Division of Parks and Neighborhoods policies. MLL agrees that such approval shall not be unreasonably withheld. Division of Parks and Neighborhoods will direct any potential applicants desiring use of WCBC to MLL for scheduling purposes and to ensure that such application will not conflict with previously scheduled MLL activities. For informative purposes, MLL will provide Division of Parks and Neighborhoods with a monthly or seasonal event schedule reflecting all MLL and non MLL events/activities.

1.06 City of Memphis – Division of Parks and Neighborhoods Use. The City of Memphis may schedule and use WCBC for any event as desired, based on scheduling and coordination availability with MLL. Any City of Memphis event must be scheduled with MLL and coordinated appropriately with due regard to the overall WCBC event programming. MLL agrees to allow the City to host various events per calendar year at WCBC at no cost to the City, barring scheduling conflicts. The City does not have the right to bump events already scheduled by MLL.

b) MLL shall provide all ongoing routine maintenance to WCBC properties as described below and maintain WCBC facilities in good condition at its own cost and expense. Representatives from Parks & Neighborhoods shall meet with MLL each year during the term of this Agreement and provide a list of projects, which in the opinion of the City, need or are anticipated to need maintenance. Those projects designated as such will be funded by MLL. Projects designated by the City shall not exceed \$5,000 per year. The intent of the parties is for MLL to provide upkeep of the current conditions and not for MLL to be required to make improvements. Notwithstanding the foregoing, MLL shall provide the following ongoing maintenance:

- (1) Mowing: Playing field areas, where necessary and applicable.
- (2) Irrigation: Playing field areas, where necessary and applicable.
- (3) Fertilizing: Playing field areas, where necessary and applicable.
- (4) Aerating: Playing field areas, where necessary and applicable.
- (5) Dumpsters: Provide adequate dumpsters and scheduled trash collection at the expense of MLL.
- (6) Annual pesticide inspections and spraying of pesticides and herbicides: Spraying shall be done on an as needed basis.

c) MLL shall be responsible for providing daily litter control in its permitted use area during practice, league play and the tournament season and keep the area free of litter. If the City determines litter control is not being provided effectively, the City will provide 24 hour notice to MLL to clean up the litter. If it is not done satisfactorily, the City will provide the service and bill MLL for the cost of such service.

d) If the City determines there are "maintenance needs" in addition to those identified at the beginning of or during any season or year, Division of Parks and Neighborhoods will inform key MLL, by phone, electronic mail, or mail, of such maintenance needs. Response times to correct these needs shall be as follows:

- (1) Needs that do not present a safety concern must be corrected within 30 days;
- (2) Needs that present a less than significant liability/safety concern must be signed and public access restricted, as needed from the area of concern within 24 hours. The problem shall be corrected within 7 days;
- (3) Needs that present a significant liability / safety concern must be properly signed and public access restricted, to minimize potential liability. The problem shall be corrected within 24 hours;
- (4) Graffiti shall be removed within 48 hours of notification, provided weather and safety permits same.

If MLL does not correct any maintenance/vandalism needs within the time allowed, the City may have such needs corrected and bill MLL for the full cost of such repairs.

e) MLL shall be responsible for and agrees to pay all operating costs in its management/operations of WCBC, which shall include utilities (via a Utility Assessment), general maintenance, staffing, and all other cost incurred via the operations of WCBC. In some instances or if applicable, these costs will be payable via reimbursement to the City. Moreover, MLL shall perform or make available the services for routine maintenance to the infrastructure, such as permanent public restroom, paved walkways, field lighting system, concession facilities and public seating (bleachers) areas. The City's Division of Parks & Neighborhoods will submit a Utility Assessment billing to MLL in July and November of each year for actual utilities incurred at the WCBC facility. MLL has the option to provide its own or coordinate with the City's Division of Parks & Neighborhoods to provide trash/waste services. Should the City provide trash/waste services, MLL will be billed on a monthly or quarterly basis for such services, as desired by MLL.

3.02 Repairs by City. Upon written notice to MLL, the City reserves the right to make any repairs or undertake any maintenance it deems necessary to preserve the integrity of WCBC based upon the failure of MLL to comply with this section. In the event the City is required to undertake such action, all resulting costs shall be invoiced to MLL for immediate payment. Any/all expected City repairs which require City expenditures are always subject to Annual City Council Appropriations. The City also agrees to make following repairs at the City's expense, as follows:

- (1) City will maintain ongoing maintenance and grass cutting in its normal operational cycle of the green space areas of Will Carruthers Park, that are not within the WCBC boundaries, i.e., City will cut only areas outside of the multi ball field complex and outside of the parking lot area.
- (2) City will work closely with MLL, to assure that water fountains are properly working, that park benches are in suitable appearance and condition, that restrooms and concession repairs are properly completed. All costs related to the purchasing of new fixtures and equipment, and repairs and installation of such, will be that of MLL.

SECTION 4. PARKING, TRAFFIC CONTROL & SECURITY

4.01 During MLL scheduled events at WCBC, MLL will assign members of their organization as necessary to manage and control parking, prevent cars from parking in "No Parking" areas, keep fire lanes and access for emergency vehicles clear, ensure congestion in the parking lot (s) is minimized, and monitor the handicapped parking spaces for appropriate use.

4.02 MLL will ensure that all events at WCBC authorized by MLL will have sufficient and adequate security and insurance coverage for the general safety and protection of the facility and all citizens participating in or attending events as spectators or guests. These provisions should also be required by MLL authorized third-party contractual users of WCBC.

SECTION 5. AUDITS AND INSPECTIONS

5.01 Site Inspections. City shall have the right, through its authorized employees or agents, to inspect the WCBC premises from time to time to determine if it is being operated and maintained in accordance with this Agreement. MLL shall furnish keys for all locks to the Division of Parks and Neighborhoods for a minimum of two (2) on-site visits per year, or as may be coordinated by the parties.

5.02 Books and Records. City reserves the right to inspect and audit the records of MLL regarding its performance under this Agreement. MLL shall make and keep as the same accurate, full, complete records and books of accounts of revenue and income, costs and expenses that specifically relate to performance under this Agreement. Records and Books of account, together with any and all other memoranda pertaining thereto that may be kept, maintained or possessed by MLL shall be open to examination during regular business by the City or its representatives for the purposes of inspecting, auditing, verifying or copying the same or making extracts there from. MLL shall make and keep said records and books of accounts for a period of three (3) years after completion of the contractual obligations under this Agreement.

SECTION 6. INSURANCE & INDEMNIFICATION

6.01 MLL shall maintain during the term of this Agreement, at its own costs and expenses, the following insurance policies issued by insurance companies licensed in the State of Tennessee and acceptable to the City. All such insurances shall be evidenced by certificates and/or policies, as determined by the City, which shall name the City of Memphis as additional insured and shall be mailed to the City of Memphis, Attn: Risk Management as shown below.

MLL shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. MLL's failure to maintain the following insurance coverage during the term hereof, shall be cause for immediate termination of this Agreement.

Each certificate or policy shall require and state in writing the following clause:

"Thirty (30) days prior to cancellation or material change in policy, notice thereof shall be given to the City of Memphis Risk Manager," by registered mail, return receipt requested to the following address:

City of Memphis
Attn: Risk Management
2714 Union Extended
Memphis, TN 38112

"The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies."

The additional insured endorsements shall be attached to the Certificate of Insurance.

WORKERS COMPENSATION:

To the extent applicable, MLL shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned and hired vehicles with LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

\$1,000,000 General Aggregate

\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expenses any One Person

PROPERTY INSURANCE:

Any newly constructed improvements shall be added to MLL's property policy at MLL's expense. Additionally, MLL shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise.

MLL shall require all subcontractors to carry the insurance required herein as outlined above, in the event that such subcontractors are not protected by the policies carried by MLL.

MLL shall be required to provide copies of the requisite insurance contemporaneously with the execution of this Agreement and will provide policies upon request.

City reserves the right to reasonably require increases in coverage limits if same becomes necessary.

6.02 MLL shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by MLL, its employees, subcontractors, or agents, or any negligent act or omission of MLL, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused by the acts, errors, or omissions of the City, its officers, employees and agents.

MLL shall provide notice to City within three (3) business days following receipt of any notice of cancellation or material change in MLL's insurance policy from MLL's insurer. Such notice shall be provided to City by registered mail, return receipt requested, to the following addresses:

City of Memphis
Risk Management Department
2714 Union Extended, Suite 200
Memphis, TN 38112

City of Memphis
Purchasing Department
125 N. Main, Room 354
Memphis, TN 38103

Each certificate or policy shall state in writing the following clause:

“The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies.”

The additional insured endorsements shall be attached to the Certificate of Insurance.

SECTION 7. NOTICE

7.01 All notices or requests to City shall be given in writing to **Director**, Division of Parks & Neighborhoods, 2599 Avery Ave., Memphis, Tennessee 38112, (901) 576-4231 and copied to **City Attorney**, 125 North Main Street, Room 336, Memphis, TN 38103, Phone (901) 576-6614. Provide notices and requests to Save One Foundation dba/ Memphis Little League; to 7535 Appling Estate Dr., Memphis, TN 38133, Phone (901) 830-5538.

SECTION 8. MISCELLANEOUS PROVISIONS

8.01 Surrender of Premises. Upon the expiration of this Agreement or if it terminated sooner, MLL shall deliver WCBC to the City in good condition, reasonable use, wear and tear excepted.

8.02 Ownership of the Property and Improvements. MLL agrees that any and all improvements thereto, paid for in whole or in part by MLL , shall become the property of the City upon the expiration or termination of this Agreement, except as provided in Paragraph 2.03 above. MLL further acknowledges WCBC shall remain the property of the City of Memphis and that MLL shall not encumber such property or make any alterations or improvements to WCBC without the prior written approval of the City's Director of Division of Parks and Neighborhoods.

8.03 Scheduling. MLL shall furnish the City a schedule of all games, practices, tournaments and any and all uses of WCBC two (2) months prior to the beginning of the season or as soon as practicable. MLL may make revisions to the schedule after it is submitted to the City.

8.04 Meetings. MLL officials shall schedule and meet with Division of Parks and Neighborhoods representatives periodically for purposes of reviewing and planning WCBC issues such as the number of MLL participants and events;

maintenance needs; planned capital improvements; concerns expressed by citizens and neighborhoods; and policies and practices to be followed.

8.05 Advertising/ Annual Rate/Charge Schedules. All advertising shall be subject to approval by the City prior to placement. Annual Rate/Charge Schedules for public rental and use of WCBC shall be provided to City in January of each year, and as soon as practical as changes occur. Such charges shall be reasonable and customary.

8.06 Entire Agreement. This Agreement contains the entire Agreement of all parties hereto and there are no other promises or conditions in any other Agreements whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties pertaining to the subject matter hereof.

8.07 Third Party Beneficiaries. This Agreement does not create a relationship or any rights in favor of, any third party not expressly stated herein.

8.08 Assignment or Sale. This Agreement shall not be assigned or transferred without the prior written consent of the City, such consent not to be unreasonably withheld. Should the City desire to sell WCBC during the term of this Agreement, MLL will receive a 'first right of refusal' to negotiate a purchase from the City, provided that such right does not conflict with an existing property sale or disposal regulations of the City. If MLL declines the first right of refusal, any sale of WCBC shall be subject to this Agreement.

8.09 Amendment. This Agreement may be modified or amended only by a document in writing executed by an authorized representative of the parties hereto.

8.10 Park Ordinance. MLL agrees to comply with applicable park rules and the City ordinances related to park hours, where applicable. Consumption or sale of alcoholic beverages is absolutely prohibited. However, night games, practice and tournament play are allowable.

8.11 Governing Law. MLL is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to its performance of this Agreement. This Agreement will be interpreted in accordance with the laws of the State of Tennessee.

8.12 Unenforceability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become

valid and enforceable, then such provision shall be deemed to have been written, construed and enforced as so limited.

8.13 No Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8.14 Captions. The headings and captions contained in this Agreement are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section herein contained.

8.15 (a) Americans With Disabilities Act (ADA) Compliance. MLL hereby acknowledges that WCBC is not currently fully ADA compliant and agrees that any upgrades, modifications or improvements to WCBC undertaken by MLL shall be consistent with applicable ADA guidelines. ADA requirements and all other relevant building and construction codes must be addressed during any improvements or modifications to WCBC. However, this requirement does not apply to initial repairs made by MLL in order to get and maintain the facility in its current existing operational/functional condition. If applicable, documents reflecting the design and final construction of such upgrades, modifications or improvements must be submitted by MLL to Division of Parks and Neighborhoods (Planning and Development Office) for a review, and final approval and acceptance by the City.

(b) MLL further acknowledges and agrees that any complaint received by City or MLL related to any MLL sponsored program at WCBC during the term of this Agreement shall be the responsibility of MLL with regard to inquiries or directives issued by the United States Department of Justice ("DOJ").

8.16 Capital Upgrades, Expansion or Modification. MLL agrees to provide to the City and coordinate with the City all applicable plans and detailed drawings and required construction documentation that will accompany all capital upgrades, expansions or modifications to WCBC. All such plans and coordination will be initially directed to the Administrator of Division of Parks and Neighborhoods Planning and Development Office and shall be subject to City's final approval.

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IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this **AGREEMENT BETWEEN THE CITY OF MEMPHIS, AND SAVE ONE FOUNDATION dba/ AS MEMPHIS LITTLE LEAGUE FOR MANAGEMENT AND OPERTAIONS OF THE WILL CARRUTHERS BASEBALL COMPLEX.**


**SAVE ONE FOUNDATION dba/
MEMPHIS LITTLE LEAGUE**

CITY OF MEMPHIS

By _____

By _____
A C Wharton, Jr., Mayor

**DIVISION OF PARKS &
NEIGHBORHOODS**

By  11/6/12
Janet P. Hooks, Director

APPROVED AS TO FORM:

Herman Morris, Jr., City Attorney

ATTEST

Comptroller



Memphis Little League Will Carruthers Complex

Cost Estimate

06/22/2012

ITEM	QUANTITY	UNIT	UNIT COST	EXTENDED COST	Notes
Grass Infields 3 fields	9,747	sq ft	\$0.50	\$4,874	
Temp outfield fence	2	each	\$1,739.00	\$3,478	' high temp fence portable w/ ground sockets (350' per field)
Fence between fields	180	lf	\$20.00	\$3,600	6' chainlink fence
Gates in perimeter fence	3	each	\$250.00	\$750	
Dugout Roofs	6	each	\$1,500.00	\$9,000	30' x 5'
Pitching Mounds	3	each	\$500.00	\$1,500	
Backstop Padding	3	each	\$2,000.00	\$6,000	60 lf per field
Scoreboard (Solar LED)	3	each	\$6,000.00	\$18,000	solar, wireless, LED
Install Scoreboards	3	each	\$1,500.00	\$4,500	
Expenses/contingency	\$1.00	Lump Sum	\$5,000.00	\$5,000	
				\$66,702	

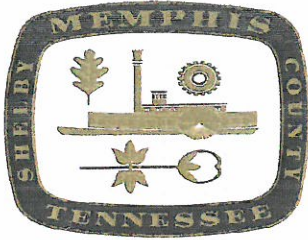
Design and Construction Management

\$8,792

TOTAL

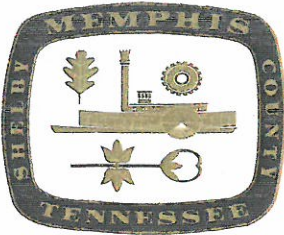
\$65,494





Memphis City Council Summary Sheet

- 1. This item is a resolution seeking approval and appropriation of \$102,210.00 for the caulking of the Mud Island River Model in Construction for CIP Project Number, GA01008 – Mud Island Major Maintenance.**
- 2. The initiating party is the Division of Parks and Neighborhoods.**
- 3. This Resolution does not change any existing Ordinance or Resolution.**
- 4. This Resolution does not require a new contract.**
- 5. This Resolution does require an expenditure of funds in the amount of \$102,210.00.**



Resolution appropriates funds for the caulking of the Mud Island River Model in GA01008 – Mud Island Major Maintenance.

WHEREAS, the Council of the City of Memphis did include the Mud Island Major Maintenance, CIP Project Number GA01008 as part of the Fiscal Year 2013 Capital Improvement Budget; and

WHEREAS, bids were taken on October 10, 2012 for the caulking of the Mud Island River Model, with the lowest complying bid of four bidders being \$94,640.00 submitted by Structural Waterproofing & Restoration, a Memphis firm; and

WHEREAS, it is necessary to appropriate \$102,210.00 in Construction funds for the construction of caulking of the mud Island River Model form Mud Island Major Maintenance, CIP Project Number GA01008, to be used as follows:

Bid Amount	\$ 94,640.00
Contingency	<u>7,570.00</u>
	\$102,210.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby appropriated the sum of \$102,210.00 in Construction funds chargeable to the FY2013 Capital Improvement Budget funded by G.O. Bonds General and credited as follows:

Project Title:	Mud Island Major Maintenance
Project Number:	GA01008
Amount:	\$102,210.00



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This item is a Resolution approving an amendment of an agricultural lease agreement with Ensley Bottoms Farm, LLC for approximately 57 acres of land adjacent to the Pidgeon Industrial, as approved by the Board of Commissioners of the Memphis and Shelby County Port Commission on October 17, 2012.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Memphis and Shelby County Port Commission

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is not a change to an existing ordinance or resolution.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This amends the lease agreement dated January 28, 2003 by converting the option to renew for five (5) additional years on the same terms to a series of five (5) one (1) year options on the same terms.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This does not require expenditure of funds nor a budget amendment.



A Resolution to Approve Amendment to Agricultural Lease Agreement with Ensley Bottoms Farm, LLC, as Approved by the Board of Commissioners of the Memphis and Shelby County Port Commission on October 17, 2012.

WHEREAS, Ensley Bottoms Farm, LLC ("Lessee") leases from the Memphis and Shelby County Port Commission certain agricultural property located in Pidgeon Industrial Park, by virtue of a lease dated January 28, 2003. Such Lease expires on October 31, 2012 and provides that Lessee has an option to renew for five (5) additional years on the same terms; and

WHEREAS, Lessee has requested that such five (5) year renewal option be converted to a series of five (5), one (1) year options; and

WHEREAS, such proposed amendment is in the best interest of the Memphis and Shelby County Port Commission as well as the City of Memphis and County of Shelby as it promotes the continued leasing of such property by Lessee and the payment of rental therefor.

NOW, THEREFORE, BE IT RESOLVED by the City of Memphis, on recommendation of the Memphis and Shelby County Port Commission, that the proposed Amendment to Agricultural Lease Agreement with Ensley Bottoms Farm, LLC be approved.

BE IT FURTHER RESOLVED, By the Council of the City of Memphis that the appropriate officials of the City of Memphis be hereby authorized to execute same.

BE IT FURTHER RESOLVED, That this action is subject to concurrence by Shelby County.

PORT COMMISSION RESOLUTION

WHEREAS, Ensley Bottoms Farm, LLC ("Lessee") leases from the Memphis and Shelby County Port Commission certain agricultural property located in Pidgeon Industrial Park, by virtue of a lease dated January 28, 2003. Such Lease expires on October 31, 2012 and provides that Lessee has an option to renew for five (5) additional years on the same terms; and


WHEREAS, Lessee has requested that such five (5) year renewal option be converted to a series of five (5), one (1) year options; and

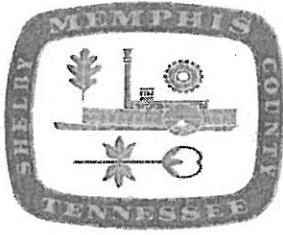
WHEREAS, such proposed amendment is in the best interest of the Memphis and Shelby County Port Commission as well as the City of Memphis and County of Shelby as it promotes the continued leasing of such property by Lessee and the payment of rental therefor.

NOW, THEREFORE, BE IT RESOLVED by the Memphis and Shelby County Port Commission that the proposed Amendment to Agricultural Lease Agreement with Ensley Bottoms Farm, LLC be approved. The appropriate officials are authorized to execute same.

BE IT FURTHER RESOLVED that the City of Memphis and County of Shelby are respectfully requested to approve said Contract.

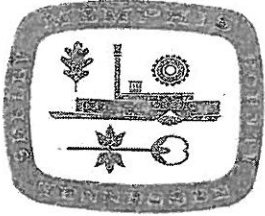
I hereby certify that the foregoing is a true copy and said document was adopted/granted by the Memphis and Shelby County Port Commission on the 17th day of October, 2012.


Secretary/Treasurer



Memphis City Council Summary Sheet

1. Resolution to award a grant in the amount of \$1,000,000.00 to Hattiloo Theatre in support of the construction of the new Hattiloo Theatre at Overton Square.
2. The Administration is the initiating party.
3. Resolution is not a change to an existing ordinance or resolution. This will be a new Resolution.
4. Resolution will require the city to enter into a Grant Agreement with the Hattiloo Theatre.
5. Resolution will require expenditure of funds budgeted under GA01015.



A Resolution to award grant funds to Hattiloo Theatre in support of the construction of the New Hattiloo Theatre located in the Overton Square Theatre and Entertainment District.

WHEREAS, since 2006 the Hattiloo Theatre, a Memphis repertory theatre company, has provided productions that highlight the diversity of Black artistic expression through music, theatre and dance; and

WHEREAS, on July 3, 2012 the Council of the City of Memphis approved the acquisition and subsequent lease of and of a certain tract of land located at the northwest corner of Monroe and Cooper, as part of the Overton Square Project, for the purpose of providing a location for the construction of the new Hattiloo Theatre; and

WHEREAS, in the first quarter of 2013 Hattiloo Theatre plans to break ground on the construction of a 12,000 sq. ft. Theatre building on said tract of land containing: 1) a 150-175 seat Mainstage Theatre, 2) a 65 seat Black Box Theatre, 3) a 110-seat programmable lobby space, 4) an 80-seat outdoor courtyard, and 5) backstage area, offices and rehearsal space; and

WHEREAS, the addition of the new Hattiloo Theatre will provide a rich and diverse artistic component to the fabric of the Overton Square Theatre and Entertainment District Project; and

WHEREAS, there is sufficient funding within the Overton Square Project budget (GA01015) to provide a grant to Hattiloo Theatre in the amount of One Million and 00/100 Dollars (\$1,000,000.00) in support of its construction project; and

WHEREAS, it has been determined by the Administration that the approval of this Resolution by the Memphis City Council is in the best interest of the citizens of Memphis.

NOW, THEREFORE, BE IT RESOLVED, that the Memphis City Council hereby approves the award of a grant to Hattiloo Theatre in the amount of One Million and 00/100 Dollars (\$1,000,000.00), funded by Project #GA01015, in support of the construction of the new Hattiloo Theatre; and

BE IT FURTHER RESOLVED, that the Administration is authorized to take any and all measures necessary to provide said grant funds to Hattiloo Theatre.



Housing and Community Development Summary Sheet

1. Item is a Resolution appropriating the sum of \$117,724.23, chargeable to and amends the FY2013 Federal Operating Budget by appropriating funds to the MHA Low Income Housing Program account.
2. The initiating parties are the Division of Housing and Community Development and Memphis Housing Authority. (e.g., Public Works; at request of City Council, etc.)
3. Resolution is not a change to an existing ordinance or resolution.
4. Resolution will require a new contract.
5. Resolution will require an expenditure of funds.



A resolution appropriating the sum of \$117,724.23, chargeable to and amend the FY2013 Federal Operating Budget by appropriating funds to the MHA Low Income Housing Program account.

WHEREAS, the Division of Housing and Community continues in its efforts to assist in the development of affordable housing options within the City of Memphis; and

WHEREAS, the Council of the City of Memphis has declared by resolution dated May 7, 2002, that the Health Educational and Housing Facility Board of the City of Memphis, Tennessee to be performing a public function on behalf of and as a public instrumentality of the City, and recognizes that all property owned by it is exempt from all taxation in the State of Tennessee; and

WHEREAS, the Council of the City of Memphis also delegated to the Health Educational and Housing Facility Board of the City of Memphis, Tennessee by resolution dated May 7, 2002, the authority to negotiate and enter into with a lessee of the Board, payments in lieu of ad valorem taxes, provided, that such authorization shall be granted only upon a finding that such payments are deemed to be in furtherance of the public purpose of the Board; and

WHEREAS, the Division of Housing and Community Development has received its portion of PILOT proceeds from the Health Educational and Housing Facility Board of the City of Memphis, Tennessee in the amount of ONE HUNDRED AND SEVENTEEN THOUSAND, SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND 23/100 (\$117,724.23); and

WHEREAS, the Division of Housing and community Development desires to enter into a contractual agreement to grant ONE HUNDRED AND SEVENTEEN THOUSAND, SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND 23/100 (\$117,724.23) of its PILOT proceeds to the Memphis Housing Authority to support the MHA Low Income Housing Program; and

WHEREAS, it is necessary to amend the Fiscal Year 2013 Federal Operating Budget by appropriating ONE HUNDRED AND SEVENTEEN THOUSAND, SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND 23/100 (\$117,724.23) in revenues for the MHA Low Income Housing Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Division of Housing and Community Development be authorized to enter into a contractual agreement to provide a grant in the amount of ONE HUNDRED AND SEVENTEEN THOUSAND, SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND 23/100 (\$117,724.23) to the Memphis Housing Authority to support the Low Income Housing Program.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of ONE HUNDRED AND SEVENTEEN THOUSAND, SEVEN HUNDRED AND TWENTY-FOUR DOLLARS AND 23/100 (\$117,724.23), chargeable to and amending the FY2013 Federal Operating Budget by appropriating funds to the following account for the MHA Low Income Housing Program as follows below:

REVENUE:

Health Education Housing Facility	\$117,724.23
--	---------------------

EXPENSE:

Misc. Professional Services- MHA Low Income Housing Program	\$117,724.23
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City of Memphis

TENNESSEE



A C WHARTON, JR. - Mayor
GEORGE M. LITTLE - Chief Administrative Officer
DIVISION OF FINANCE

October 23, 2012

Mr. Robert Lipscomb
Director, Housing and Community Development
City of Memphis
701 N. Main Street
Memphis, TN 38103

Handwritten note:
Harry Caen
must attach \$

Dear Director Lipscomb:

Enclosed please find a check in the amount of \$117,724.23 for PILOT fees, which was misrouted to our office. Also, I have enclosed a copy of the PILOT agreement for Caldwell Housing as an example of a City-only PILOT. This PILOT and the one for Grace Place Retirement Community were the first the Treasury had seen of this type. Will these replace the Health Education Board PILOTs, or are they a supplement to that program?

Thank you for your assistance with these matters.

Sincerely,

Handwritten signature of Phyllis Nelson

Phyllis Nelson
Taxpayer Services Specialist
City of Memphis Treasury
(901) 576-6357

Handwritten signature

RECEIVED

NOV 02 2012

HOUSING & COMMUNITY DEVELOPMENT
ACCOUNTING DEPARTMENT

**THE HEALTH EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE CITY OF MEMPHIS, TN**

65 UNION AVE. STE 1120
MEMPHIS, TN 38103

3047

DATE

7/19/12

26-2/840
7244

PAY
TO THE
ORDER OF

The City of Memphis

One hundred seventeen thousand seven hundred twenty four ²³/₁₀₀ \$ 117,724. ²³/₁₀₀
DOLLARS



FOR CHECK VERIFICATION DIAL: 1-800-264-0730

FOR PILOT Payment Program

⑈003047⑈ ⑆084000026⑆ 175000407⑈

Finance Director - City of Memphis
160 North Main Street
Memphis, TN 38103

RE: PILOT Fee Payment to City of Memphis

Dear Mr. McElrath:

Please note below a listing of recently closed transactions under the Affordable Multifamily Housing Payment In Lieu Of Taxes (PILOT) Program. Indicated with each property name is the city's portion of the closing fee. The check covering these fees is attached.

Bearwater Park	\$ 5,454.53 (Replacement check - as original was never deposited.)
Parkview	\$16,199.93
Grahamwood	\$12,924.38
Summer Trace	\$15,091.50
Willow Lake	\$37,559.42
Lamar Crossing	\$30,494.47
TOTAL:	\$117,724.23

If you have any questions on these, please let us know.

Sincerely,

John L. Baker
Executive Director

cc: Robert Lipscomb – Director
Memphis Division of Housing
and Community Development

Attachment

The Mission of the Board is to identify, structure and finance solutions to meet the health, educational and affordable housing needs of the greater Memphis area.